

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the Matter Of:

Burbank Operable Unit
San Fernando Valley Superfund Sites

Aeroquip Corporation,
Crane Company, (Inc.)
Janco Corporation,
Sargent Industries, Incorporated,
Antonini Family Trust, and
Ocean Technology, Incorporated,

Respondents

U.S. EPA Docket
No. 92 - 12

Proceeding Under Section 106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended.
42 U.S.C. § 9606(a)

ADMINISTRATIVE ORDER
FOR REMEDIAL DESIGN AND REMEDIAL ACTION

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I. INTRODUCTION AND JURISDICTION

A. This Administrative Order (the "Order") is issued by the United States Environmental Protection Agency ("EPA") under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA on January 23, 1987 by Executive Order 12580 (52 Fed. Reg. 2926, January 29, 1987), and was further delegated to EPA Regional Administrators on September 13, 1987 by EPA Delegation No. 14-14-B. On October 26, 1988, this authority was re-delegated to the Director of the Hazardous Waste Management Division, EPA Region IX, by Order R1290.43. This Order is issued to the above-captioned Respondents (the "Respondents") to perform a portion of the interim remedial design and remedial action described in the Record of Decision ("ROD"), dated June 30, 1989, and the Explanation of Significant Differences ("ESD"), dated November 21, 1990, for the Burbank Operable Unit (the "Site," when capitalized) of the San Fernando Valley Superfund sites.

B. The Director of the Hazardous Waste Management Division, EPA Region IX, has determined that there may be an imminent and substantial endangerment to the public health, welfare or the environment because of the release and threatened release of hazardous substances at or from the Site. This Order directs Respondents to undertake actions that EPA has determined to be necessary to protect the public health, welfare, and the environment at the Burbank Operable Unit Site.

1 C. This Order applies to the following persons, each of
2 which is a "Respondent:"

- 3 1. Aeroquip Corporation, a Michigan corporation
4 1715 Indian Wood Circle
5 Maumee, OH 43537

6 Service Agent:

7 CT Corporation System
8 818 West Seventh Street
9 Los Angeles, CA 90017

- 10 2. Antonini Family Trust
11 3050 N. San Fernando Blvd.
12 Burbank, CA 91504

13 Trustee:

14 Mario E. Antonini
15 11374 Tuxford Street
16 Sun Valley, CA 91352

- 17 3. Crane Company, (Inc.) a Delaware corporation
18 3000 Winona Avenue
19 Burbank, CA 91504

20 Service Agent:

21 CT Corporation System
22 818 West Seventh Street
23 Los Angeles, CA 90017

- 24 4. Janco Corporation, a California corporation
25 3111 Winona Avenue
26 Burbank, CA 91504

27 Service Agent:

28 Joan A. McKenzie
3111 Winona Ave.
Burbank, CA 91504

5. Ocean Technology Inc., a California corporation
2835 N. Naomi Street
Burbank, CA 91504

Service Agent:

Thomas E. Ross
2835 N. Naomi Street
Burbank, CA 91504

6. Sargent Industries, Inc., a Delaware Corporation
3010 N. San Fernando Boulevard
Burbank, CA 91504

Service Agent:

CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017

II. FINDINGS OF FACT

A. Site Description and Background

1. The Burbank Operable Unit Site (the "Site") consists of the areal extent of groundwater contaminated with hazardous substances that is presently located in the vicinity of the Burbank Well Field and includes any areas to which such contamination migrates. This Site is part of the much larger area of contamination which makes up the San Fernando Valley Superfund sites. The Burbank Well Field consists of ten production wells owned by the City of Burbank which are located in the eastern half of the San Fernando Valley Groundwater Basin (the "Basin"), Los Angeles County, California. These production wells were used by the City as a major source of drinking water for its 95,000 residents until contamination forced their closure.

2. The Basin has been an important drinking water resource for the Los Angeles metropolitan area, including the Cities of Burbank, Glendale and Los Angeles. In addition to supplying inexpensive water to a significant portion of Los Angeles county, the Basin can serve as a very large water storage facility. The ability to store excess water allows water purveyors to efficiently use the variable water supply of arid southern California. In times of drought, this capability becomes even more important.

3. Before the groundwater was contaminated, the City used the Burbank Well Field as a major component of its drinking water supply. The City must now purchase water from more expensive surface water supplies. The groundwater contamination which

1 forced the closure of Burbank's public drinking water supply
2 wells was caused by the release of volatile organic compounds
3 ("VOCs"). The contaminants with the highest concentration levels
4 are trichloroethene ("TCE") and tetrachloroethene ("PCE"). These
5 chemicals are commonly used for machinery degreasing, dry clean-
6 ing, and metal plating.

7 4. Groundwater contamination was first discovered in the
8 Basin in 1980. In 1984, four sites in the Basin were proposed
9 for inclusion on the National Priorities List ("NPL"). In 1986,
10 in accordance with CERCLA Section 105, 42 U.S.C. § 9605, the four
11 San Fernando sites were listed on the NPL. The sites are: a)
12 North Hollywood (San Fernando Valley Area 1), b) Crystal Springs
13 (San Fernando Valley Area 2), c) Verdugo (San Fernando Valley
14 Area 3), d) Pollock (San Fernando Valley Area 4).

15 5. The Burbank Operable Unit Site is part of the North
16 Hollywood Area Superfund site, also known as San Fernando Valley
17 Area 1. The Site presently includes the northeast corner of the
18 North Hollywood Area Superfund site, as well as the areas to
19 which the plume of TCE and PCE has spread beyond the original
20 boundaries drawn at the time the North Hollywood (Area 1)
21 Superfund site was listed on the NPL.

22 6. Based on the extensive scope of the groundwater
23 contamination in the Basin, EPA decided to institute an interim
24 remedial action at the Burbank Site as an operable unit prior to
25 the completion of the Remedial Investigation/Feasibility Study
26 for the Basin as a whole. This approach allows the clean-up of
27 heavily contaminated areas to start sooner, rather than waiting
28 for the completion of extensive, Basin-wide studies and decisions

1 on what further remedial action may be necessary in the Basin
2 and/or at the Site.

3 7. The Los Angeles Department of Water and Power, under a
4 cooperative agreement with EPA, completed an Operable Unit
5 Feasibility Study ("OUFS") for the Burbank Operable Unit Site in
6 October 1988. This OUFS set forth and analyzed a range of
7 interim remedial action alternatives for the Site.

8 8. On June 30, 1989, EPA issued a Record of Decision
9 ("ROD") for the Burbank Operable Unit Site, which is attached
10 hereto as Appendix A to the Consent Decree attached as Attachment
11 B, and incorporated herein by reference. The interim remedial
12 alternative selected in the ROD includes design, construction,
13 and operation of a groundwater extraction and treatment system at
14 the Site. The system includes groundwater extraction, steam or
15 air stripping units, vapor-phase granular activated carbon
16 adsorption units and monitoring wells. The remedy selected in
17 the ROD is designed to inhibit the migration of contamination in
18 the Basin where additional downgradient public water supply wells
19 are threatened, and to aid in aquifer restoration in the immedi-
20 ate area of the Site. The ROD also provided for the treated
21 water to be delivered to the City's public water supply system.

22 9. In November 1990, EPA issued an Explanation of
23 Significant Differences ("ESD"), which modified the ROD. The ESD
24 is attached hereto as Appendix B to the Consent Decree attached
25 as Attachment B, and incorporated herein by reference. The ESD
26 analyzed alternatives for addressing elevated nitrate levels,
27 which were discovered in the groundwater after the ROD was
28 signed. The ESD selected blending of water with high nitrate

1 levels with water not containing nitrate in excess of the Maximum
2 Contaminant Level for all water to be delivered to the City's
3 public water supply system. The ESD also states that water not
4 accepted by the City into its public water supply system will be
5 reinjected into the groundwater aquifer in a manner that does not
6 exacerbate the existing contamination.

7 10. The ROD and ESD are supported by an Administrative
8 Record which includes comments by the public on the Feasibility
9 Study and EPA's proposed plan for the remedy, as well as EPA's
10 response to these comments, as required by CERCLA Section 117, 42
11 U.S.C. § 9617.

12 11. The California State Regional Water Quality Control
13 Board, Los Angeles Region ("RWQCB"), has been overseeing sub-
14 surface investigations at properties owned or operated by Respon-
15 dents in the Burbank area. The results of these investigations
16 and other evidence show that Respondents have contributed to the
17 groundwater contamination at the Site.

18 12. The following list contains some of the individual
19 properties at the Site at which contamination has been detected.
20 Because TCE and PCE are the primary contaminants of concern to
21 date, the discussion of contamination at each facility focuses
22 primarily on the presence of these two substances. This listing
23 of facilities, chemicals and releases of hazardous substances is
24 not meant to be in any way exhaustive and does not constitute a
25 limitation of the liability of any Respondent or any other
26 person.

27 a. 3015 Winona Avenue. From 1951 to 1960 this property
28 was used by Aero-Coupling Corporation (a subsidiary of Aeroquip

1 Corporation) for the manufacture of hose couplings. Aero-Coupling
2 Corporation was dissolved in 1971 and at that time Aeroquip
3 Corporation ("Aeroquip") acquired full title to the property.
4 Aeroquip used the property for the manufacture of aerospace and
5 industrial hardware (1960-69), assembly, warehousing and shipping
6 of hose assemblies (1971-86), and manufacture of pneumatic and
7 hydraulic cylinders (1975-86). The property was vacant from 1986-
8 88. In 1988 the property was sold to Winona Community
9 Associates. The facility includes or formerly included: two
10 buildings (addresses: 3015 Winona Avenue and 2929 Floyd Street),
11 six underground storage tanks for storing raw and waste mineral
12 spirits and waste solvents, and five groundwater monitoring
13 wells. Aeroquip generated wastes such as spent solvents, spent
14 nitric acid solutions, waste oils, and spent mineral spirits at
15 the facility. Samples of soil taken at this property indicate
16 concentrations of trichloroethene ("TCE") as high as 61 parts per
17 billion ("ppb"). TCE has been detected at depths of 30.5 feet.
18 Laboratory tests on soil samples recovered from the property also
19 detected petroleum hydrocarbons, acetone, toluene, and 2-
20 butanone. Samples of groundwater recovered from monitoring wells
21 located at the facility have detected levels of tetrachloroethene
22 ("PCE") as high as 4,500 ppb and TCE as high as 3,600 ppb. The
23 contamination at this facility may have resulted from one or more
24 of the following: leaking underground tanks and/or pipelines,
25 and/or surface spills.

26 b. 3000 Winona Avenue. From 1946 to the present, Crane
27 Co. (Inc.) ("Crane") has been the owner and operator of the
28 facility located at 3000 Winona Avenue. The facility was and is

1 presently used by Crane for the manufacture of aviation and
2 aerospace equipment. The facility formerly included sixteen
3 underground storage tanks for storing lubricating oils, hydraulic
4 oils, solvents, jet fuel, fuel oil, coolants, and gasoline.
5 Crane generates chemical wastes, such as used solvents, including
6 PCE, methyl ethyl ketone ("MEK"), kerosene, trichloroethane
7 ("TCA"), and freon; in the past Crane has generated TCE waste.
8 Samples of the soil taken at this facility indicate
9 concentrations of PCE as high as 490,000 ppb. PCE has been
10 detected at this facility at depths of 70 feet. Chemical
11 analysis of soil samples recovered from the facility have also
12 detected TCA, trichlorotrifluoroethane, MEK, acetone,
13 bromodichloromethane, dibromochloromethane, 1,2-dichloroethane
14 ("1,2-DCA"), dichloroethene ("DCE"), methylene chloride,
15 chloroform, oil and grease, and toluene. Samples of the
16 groundwater taken from the five monitoring wells at the facility
17 indicate concentrations of TCE as high as 3,200 ppb and PCE as
18 high as 19,000 ppb. The contamination at this facility may have
19 resulted from one or more of the following: leaking underground
20 tanks and/or pipelines, and/or surface spills.

21 c. 3111 Winona Avenue. From 1947 to the present, Janco
22 Corporation ("Janco") has been the owner and operator of the
23 facility located at 3111 Winona Avenue. The facility has been
24 and is currently used for the fabrication and assembly of
25 switching devices and passive electrical components and hardware
26 for aircrafts. The facility either includes or formerly included
27 the following: barrel storage area, TCA dip degreaser, and an
28 above ground storage tank. TCE, TCA, trichlorotrifluoroethane,

1 | toluene, MEK, acids, grease, and paints are among the numerous
2 | chemicals known to have been present at this facility. Samples
3 | of the soil taken at this facility indicate concentrations of TCE
4 | as high as 16 ppb. TCE has been detected in the soil at this
5 | facility at depths of 75 feet. Concentrations of PCE as high as
6 | 230 ppb have been detected in the soil. Other chemicals found in
7 | soil and soil gas samples include petroleum hydrocarbons, TCA,
8 | toluene, 1,1-Dichlorethane, chloromethane, and methylene
9 | chloride. The contamination at this facility may have resulted
10 | from mismanagement or spills of chemicals and/or wastes.

11 | d. 2835 North Naomi Street. Since 1973 Ocean
12 | Technology, Inc. has been the owner and operator at this
13 | facility. The facility has been used for the manufacture of
14 | signal processing systems. The facility formerly included an
15 | underground storage tank used to store machine cutting oil and
16 | waste solvents. Samples of the soil taken at this facility
17 | indicate concentrations of TCE as high as 15 ppb at a depth of 30
18 | feet. Concentrations of PCE as high as 550 ppb have been
19 | detected in the soil. PCE has been detected at depths of 35
20 | feet. Laboratory analyses of soil samples have also detected
21 | TCA, acetone, oil and grease, toluene, dioxane, and MEK. Four
22 | groundwater monitoring wells have been constructed at or near
23 | this facility to determine the chemical composition of
24 | groundwater below this facility. Samples of groundwater from the
25 | monitoring wells have shown levels of TCE as high as 1,400 ppb.
26 | One of the monitoring wells was constructed "upgradient" of the
27 | facility; samples from this well give an indication of the
28 | quality of groundwater coming from sources other than the

1 facility. Three of the monitoring wells were constructed
2 "downgradient" of the facility; samples from these wells give an
3 indication of the quality of groundwater after it has flowed
4 beneath the facility. Samples from the wells have consistently
5 shown an increase in TCE in the groundwater after it has moved
6 beneath the facility (i.e., lower TCE levels detected from the
7 upgradient wells, higher TCE levels detected from the
8 downgradient wells), indicating that the facility is a source of
9 TCE contamination in the groundwater. The contamination at this
10 facility may have resulted from leakage from the underground tank
11 and/or piping, and/or surface spills.

12 e. 3010 North San Fernando Boulevard. From 1963 to the
13 present, the Kahr Bearing Division of Sargent Industries, Inc.
14 ("Sargent") has been the operator of the facility located at 3010
15 N. San Fernando Boulevard; the Antonini Family Trust is the owner
16 of the facility. Sargent has used the facility for the
17 manufacturing of precision spherical bearings used primarily in
18 the aerospace industry. The facility either includes or formerly
19 included drums and underground storage tanks. As part of
20 Sargent's manufacturing process, a variety of wastes such as
21 solvents TCE, TCA, trichlorotrifluoroethane, and water soluble
22 coolants, and various oils are generated. Samples of the soil
23 taken at this facility indicate concentrations of TCE as high as
24 52 ppb and PCE as high as 12,000 ppb. Both TCE and PCE have been
25 detected at depths of 75 feet at this facility. Laboratory
26 analyses of soil samples recovered from this facility have
27 detected petroleum hydrocarbons, TCA, dichloroethene ("DCE"),
28 methylene chloride, and chloroform. The contamination at this

1 facility may have resulted from one or more of the following:
2 leaking underground tanks and/or pipelines, and/or surface
3 spills.

4 B. Enforcement History

5 1. By February 1989, general notice letters had been sent
6 by EPA to thirty-four (34) potentially responsible parties,
7 including each of the Respondents, with the exception of the
8 Antonini Family Trust.

9 2. In accordance with CERCLA Section 122, 42 U.S.C. §
10 9622, EPA issued thirty-two (32) special notice letters to
11 potentially responsible parties. Respondents received special
12 notice letters in May 1989, with the exception of the Antonini
13 Family Trust, which received a special notice letter in July
14 1989. The statutory deadline of sixty days for the potentially
15 responsible parties to make a proposal to undertake or finance
16 the remedial action, contained in CERCLA Section 122(e)(2)(B),
17 was extended by EPA at the request of numerous potentially
18 responsible parties. By the extended deadline, EPA received good
19 faith offers to undertake or finance part of the interim remedial
20 action from four potentially responsible parties. Good faith
21 offers were not received from any of the Respondents.

22 3. On or about March 25, 1992, the Federal District Court
23 for the Central District of California entered a Consent Decree
24 (the "Decree") signed by EPA, the Lockheed Corporation ("Lock-
25 heed"), the City of Burbank (the "City") and Weber Aircraft, Inc.
26 ("Weber"), under which Lockheed and the City agreed to implement,
27 and Lockheed, the City and Weber agreed to finance, a portion of
28 the interim remedial action specified in the ROD and ESD. The

1 Decree was entered pursuant to CERCLA Section 122, 42 U.S.C. §
2 9622; it is attached hereto as Attachment B and incorporated
3 herein by reference. Section VII, Subpart F of the Decree
4 included some minor modifications to the interim remedy. The
5 Consent Decree does not cover the design, construction or
6 nonroutine maintenance of the blending facility for nitrate,
7 related water transport and receiving facilities, and certain
8 monitoring. These activities are required to be performed
9 pursuant to this Order. The United States took public comment on
10 the Decree and submitted all comments received and its reply to
11 such comments to the Federal District Court prior to the entry of
12 the Decree by the Court.

13 C. Endangerment to Human Health and the Environment

14 1. Concentrations of volatile organic compounds ("VOCs")
15 exceeding State Action Levels ("SALs") and Federal Maximum
16 Contaminant Levels ("MCLs") were first discovered in the Basin in
17 1980. Since that time, EPA and the State have conducted soil and
18 groundwater sampling in the Burbank area. Presently, VOC family
19 members trichloroethene ("TCE") and tetrachloroethene ("PCE")
20 have been found in the Burbank Well Field at levels that exceed
21 the SALs and MCLs for these hazardous substances.

22 2. The maximum concentrations of TCE and PCE found in the
23 City's Public Service Department ("PSD") wells were 1,800
24 micrograms per liter (" $\mu\text{g/L}$ ") and 590 $\mu\text{g/L}$, respectively. The
25 MCL and SAL for both TCE and PCE is 5 $\mu\text{g/L}$. Several other VOCs
26 have been detected at levels below MCLs in the Burbank PSD wells,
27 including acetone, toluene, methyl ethyl ketone ("MEK"), carbon
28 tetrachloride, and trihalomethanes. Because TCE and PCE have

1 been identified as the chemicals of primary concern at the Site,
2 the endangerment information provided here focuses on these two
3 hazardous substances. Some of the other hazardous substances
4 found at the Site are also listed.

5 a. Based upon evidence of animal carcinogenicity and
6 preliminary data on human subjects, EPA has determined that TCE
7 and PCE are probable human carcinogens.

8 b. Trichloroethene ("TCE"). TCE is a central nervous
9 system depressant following acute or chronic exposure.
10 Industrial use of TCE may also result in dermatitis from exposure
11 to vapors of concentrated solvent. In mice, an increased inci-
12 dence of hepatocellular carcinomas was reported following oral
13 administration of TCE.

14 c. Tetrachloroethene ("PCE"). PCE results in an
15 increased incidence of hepatocellular carcinoma in mice. Toxic
16 effect in humans and animals from both acute and chronic exposure
17 to PCE include central nervous system depression, and liver and
18 kidney damage.

19 d. Dichloroethene ("DCE"). DCE has been reported to
20 significantly increase the incidence of kidney tumors in male
21 mice. DCE is mutagenic and has caused adverse reproductive
22 effects in rats and rabbits. Chronic exposure to DCE causes
23 liver damage, and acute exposure to high doses produces nervous
24 system damage. EPA has classified DCE as a possible human
25 carcinogen. EPA has established a drinking water MCL of 7 ppb and
26 the State of California has established a State MCL of 6 ppb for
27 1,1-DCE.

28 e. Trichloroethane ("TCA"). TCA has been associated

1 with central nervous system depression and cardiovascular
2 effects, including premature ventricular contractions and
3 arrhythmias from exposure to high levels. EPA has established a
4 drinking water MCL of 200 ppb for 1,1,1-TCA.

5 f. Chloroform. Chloroform has been reported to cause
6 an increase in kidney epithelial tumors in rats and
7 hepatocellular tumors in mice. Evidence from human
8 epidemiological studies suggests that exposure to chloroform in
9 water supplies may be associated with increased incidences of
10 bladder, colon, and rectal tumors. Acute exposure to high
11 concentrations of chloroform in humans may result in death caused
12 by ventricular fibrillation. Chronic exposure to lower
13 concentrations may lead to hepatic, renal, and cardiac effects,
14 and central nervous system depression. EPA has classified
15 chloroform as a probable human carcinogen. EPA has established a
16 drinking water MCL of 100 ppb for total trihalomethanes
17 (chloroform is one of the four trihalomethanes included in this
18 regulation).

19 3. The first closures of the City's PSD wells due to
20 groundwater contamination occurred in 1985. By 1991, all of the
21 City's wells had been taken out of service due to high levels of
22 TCE and PCE in the water at the Site. The plume of contamination
23 continues to spread toward downgradient production wells operated
24 by the Cities of Glendale and Los Angeles, threatening these
25 public drinking water sources. The interim remedial action is
26 necessary to inhibit the further migration of contamination.

27 4. There have been releases of hazardous substances from
28 each of the facilities listed in Paragraph II.A.12, above, into

1 the soil and groundwater at the Site. There continue to be
2 releases and the threat of releases from each of these facilities
3 into the groundwater at the Site. Hazardous substances from each
4 of the referenced facilities have commingled at the Site, forming
5 a mass of contaminated groundwater (the "Burbank Operable Unit
6 Plume"). The Burbank Operable Unit Plume contains hazardous
7 substances that continue to release and/or that threaten further
8 releases into the environment in the area of the Site through
9 migration of the plume.

10 5. The releases and the threat of releases at the Site
11 may present an imminent and substantial endangerment to public
12 health due to the contamination of groundwater in the area,
13 including contamination of the City's drinking water supply, as
14 well as the threat of contamination of the water supplies of the
15 Cities of Glendale and Los Angeles, located downgradient of the
16 City of Burbank's supply wells. If remedial action is not taken,
17 these residents may be exposed to contaminated groundwater at or
18 from the Burbank Operable Unit Plume through ingestion of,
19 inhalation of, and dermal contact with contaminated water. Each
20 of these pathways represents a distinct risk to public health.
21 The residents of the Cities of Glendale and Los Angeles also face
22 the threat of future exposure through similar routes if the
23 selected interim action is not implemented.

24 6. The releases and threat of releases at the Site may
25 also present an imminent and substantial endangerment to the
26 environment in the area of the Site because of the ongoing
27 releases and/or threat of releases from the Plume. Without the
28 institution of the interim remedial action, the ecosystem in the

1 area of the Site is threatened by the potential exposure to
2 extracted, untreated water, which may reach areas of ecological
3 concern, including the Los Angeles River.

4 III. CONCLUSIONS OF LAW

5 A. The Burbank OU Site, and each facility described in
6 Paragraph II.A.12 above, is a "facility" as that term is defined
7 in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

8 B. Each Respondent is a "person" as defined in Paragraph
9 101(21) of CERCLA, 42 U.S.C. § 9601(21).

10 C. Each of the Respondents is a "liable person" within the
11 meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3),
12 and is subject to this Order pursuant to Section 106(a) of
13 CERCLA, 42 U.S.C. § 9606(a).

14 D. The substances listed in Paragraph II.C.2 are "hazardous
15 substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. §
16 9601(14).

17 E. There have been and continue to be "releases" and the
18 threat of "releases" of hazardous substances, within the meaning
19 of Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), into the
20 environment from each of the facilities referenced in Paragraph
21 II.A.12. The hazardous substances released from these facilities
22 have become commingled in the groundwater plume in such a way as
23 to represent an indivisible injury.

24 F. There have been and continue to be "releases" and the
25 threat of "releases" within the meaning of Section 101(22) of
26 CERCLA, 42 U.S.C. § 9601(22), of hazardous substances listed in
27 Paragraphs II.C.2 from the Site into the environment surrounding
28 the Plume. The continued migration of hazardous substances from

1 the Site constitutes a "release," within the meaning of CERCLA
2 Section 101(22), 42 U.S.C. § 9601(22).

3 IV. DETERMINATIONS

4 A. Based on the Findings of Fact and Conclusions of Law, the
5 Director of the Hazardous Waste Management Division, EPA Region
6 IX, hereby determines that the release and/or threat of release
7 of one or more hazardous substances from and within the Site may
8 present an imminent and substantial endangerment to public
9 health, welfare or the environment. The groundwater
10 contamination at this Site and the resulting endangerment
11 constitute an indivisible injury.

12 B. The remedial measures required by this Order, if
13 performed in accordance with the requirements of this Order, are
14 necessary to protect the public health, welfare and the
15 environment.

16 C. The remedial measures required by this Order are
17 consistent with CERCLA and the NCP.

18 V. NOTICE TO THE STATE

19 Prior to issuing this order, EPA notified the State of
20 California, California Environmental Protection Agency pursuant
21 to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), of EPA's intent
22 to issue this Order.

23 VI. ORDER

24 Based on the foregoing, Respondents are hereby ordered to
25 comply with the following provisions, including but not limited
26 to all requirements, schedules and deadlines contained in this
27 Order, incorporated into this Order by reference, submitted or
28 prepared by Respondents and approved by EPA pursuant to this

1 Order or issued or modified by EPA pursuant to this Order:

2 VII. DEFINITIONS

3 Unless otherwise expressly provided herein, terms used in
4 this Order which are defined in CERCLA or in regulations promul-
5 gated under CERCLA shall have the meaning assigned to them in the
6 statute or its implementing regulations. Whenever terms listed
7 below are used in this Order or in the documents attached to this
8 Order or incorporated by reference into this Order (other than
9 the Consent Decree, including all of its appendices, attached as
10 Attachment B), the definitions which follow shall apply. Any
11 word used in the Consent Decree that is defined in the Decree,
12 shall have the meaning provided for it in the Decree when used in
13 the Decree.

14 A. "Burbank Well Field" or "Well Field" shall mean the area
15 within the political boundaries of the City encompassing Burbank
16 Public Service Department wells 6A, 7, 10, 11A, 12, 13A, 14A, 15,
17 17, and 18, as shown on Appendix C to the Decree, which is
18 incorporated herein as Attachment B. (This Appendix contains
19 corrections to the well numbers shown in Figure 2 of the ESD).

20 B. "CERCLA" shall mean the Comprehensive Environmental
21 Response, Compensation, and Liability Act of 1980, as amended, 42
22 U.S.C. §§ 9601 et seq.

23 C. "City" shall mean the City of Burbank, California, a
24 charter city, and any of its divisions, departments and other
25 subdivisions. "City" shall not include any joint powers authori-
26 ty of which the City of Burbank is a member.

27 D. "Consent Decree" or "Decree" shall mean the Consent
28 Decree entered by the Federal District Court for the Central

District of California on or about March 25, 1992 in Case No. CV 91-4527 MRP(Tx), United States v. Lockheed Corporation, Inc. et

al. The Decree, including all of its Appendices is attached hereto as Attachment B and is incorporated herein by reference.

E. "Day" shall mean a calendar day, unless expressly stated to be a working day; provided, however, that in computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

F. "Environment" shall have the meaning set forth in CERCLA Section 101(8), 42 U.S.C. § 9601(8).

G. "EPA" shall mean the United States Environmental Protection Agency.

H. "Explanation of Significant Differences" ("ESD") shall mean the document signed by the EPA Region IX Regional Administrator on November 21, 1990 which modifies the ROD and is attached as Appendix B to the Consent Decree.

I. "Fund" or "Superfund" shall mean the Hazardous Substance Superfund, referenced in Section 111 of CERCLA, 42 U.S.C. § 9611.

J. "Lockheed" shall mean the Lockheed Corporation, incorporated in the state of Delaware, and any of its subsidiaries, parents, affiliates, predecessors and successors.

K. "National Contingency Plan" or "NCP" shall mean the National Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300.

L. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

M. "Performance Standards" shall mean those cleanup

standards, standards of control, and other substantive requirements, criteria or limitations, identified in the ROD, ESD and this Order, that the Work required by this Order must attain and maintain.

N. "Point of Delivery" shall mean the physical point of transfer of the groundwater treated by Lockheed from Lockheed to the City. For the purposes of this Order, such transfer shall take place at the downstream flange of a meter that is located between the groundwater Treatment Plant built by Lockheed and the Valley Forebay Facility and is used to measure the quantity of water to be transferred, as depicted in Appendix E to the Decree.

O. "Point of Interconnection" shall mean the physical point of transfer of the groundwater treated by Lockheed after it goes through the booster station but before it enters the blending facilities to be constructed pursuant to this Order. For purposes of this Order, such transfer shall take place at the upstream flange of a water meter located on a pipeline between the booster station and the blending facilities and used to measure the quantity of water to be transferred, as depicted in Appendix E to the Decree.

P. "Point of MWD Connection" shall mean the physical point of transfer of the Metropolitan Water District ("MWD") blending water from the MWD pipeline to the blending facilities to be constructed pursuant to this Order. For the purposes of this Order, such transfer shall take place at the downstream flange of a meter that is located between the MWD pipeline and the blending facilities and is used to measure the quantity of water to be transferred, as depicted in Appendix E to the Decree.

1 Q. "Point of Water System Introduction" shall mean the
2 physical point of transfer of the blended water from the blending
3 facilities to be constructed pursuant to this Order to the City's
4 public water supply distribution system. For the purposes of
5 this Order, such transfer shall take place at the downstream
6 flange of a valve located on the pipeline between the blending
7 facilities and the City's public water supply distribution
8 system, as depicted in Appendix E to the Decree.

9 R. "Record of Decision" ("ROD") shall mean the document
10 signed on June 30, 1989, by the EPA Region IX Deputy Regional Ad-
11 ministrator, acting for the Regional Administrator, which is
12 attached as Appendix A to the Decree.

13 S. "Release" shall have the meaning set forth in CERCLA
14 Section 101(22), 42 U.S.C. § 9601(22).

15 T. "Remedial Action Work" shall mean those activities to be
16 undertaken by Respondents to implement the final plans and
17 specifications submitted by Respondents pursuant to the Remedial
18 Design Work Plan approved by EPA pursuant to Section X (Work To
19 Be Performed) of this Order. The Remedial Action Work does not
20 constitute all of the interim remedial action selected in the ROD
21 (as modified by the ESD).

22 U. "Remedial Design Work" shall mean the phase of the Work
23 required by this Order wherein, consistent with the ROD (as
24 modified by the ESD), this Order and the National Contingency
25 Plan, 40 C.F.R. Section 300 et seq. ("NCP"), the engineering
26 plans and technical specifications are to be developed by Respon-
27 dents for approval by EPA, and on which implementation of the
28 Remedial Action Work shall be based.

1 V. "Respondents" shall mean those parties listed as such in
2 Subpart I.C of this Order.

3 W. "Section" shall mean a portion of this Order identified
4 by a Roman numeral.

5 X. "Site" (when capitalized) or "Burbank Operable Unit Site"
6 shall mean the areal extent of TCE and/or PCE groundwater contam-
7 ination that is presently located in the vicinity of the Burbank
8 Well Field and including any areas to which such groundwater
9 contamination migrates.

10 Y. "State" (when capitalized) shall mean the State of
11 California.

12 Z. "Subpart" shall mean a portion of this Order identified
13 by a capital letter.

14 AA. "United States" shall mean the United States of America.

15 AB. "Valley Forebay Facility" shall mean the structure owned
16 by the City and designated to receive the water treated by
17 Lockheed as a regulating reservoir for the booster station
18 depicted in Appendix E to the Decree. The reservoir has an
19 overflow elevation of 655 feet.

20 AC. "Weber" shall mean Weber Aircraft, Inc., incorporated in
21 the state of Delaware, and any of its subsidiaries, parents,
22 affiliates, predecessors and successors.

23 AD. "Work" shall mean the performance of the Remedial Design
24 Work and the Remedial Action Work in a manner which accomplishes
25 all of the requirements of Section X (Work To Be Performed) of
26 this Order.

27 AE. "Working Day" shall mean a day other than a Saturday,
28 Sunday, or federal or State holiday.

1 VIII. NOTICE OF INTENT TO COMPLY

2 Each Respondent shall provide, not later than ten (10) days
3 after the effective date of this Order, written notice to EPA's
4 Remedial Project Manager ("RPM") stating whether or not that
5 Respondent intends to comply with the terms of this Order. If a
6 Respondent does not unequivocally commit to perform the Work as
7 provided by this Order or fails to notify EPA of its intent to
8 comply in the timeframe and manner specified in this Section,
9 that Respondent shall be deemed to have violated this Order and
10 to have failed or refused to comply with this Order. Each
11 Respondent's written notice shall describe, using facts that
12 exist on or prior to the effective date of this Order, any
13 "sufficient cause" defenses asserted by that Respondent under
14 Sections 106(b) and 107(c)(3) of CERCLA, 42 U.S.C. §§ 9606(b) and
15 9607(c)(3). The absence of a response by EPA to the notice
16 required under this paragraph shall not be deemed to be accep-
17 tance of or agreement with any of Respondents' assertions.

18 IX. PARTIES BOUND

19 A. This Order shall apply to and be binding upon each
20 Respondent identified in Subpart I.C and each Respondent's
21 respective agents, contractors, subcontractors, successors, and
22 assigns. Respondents are jointly and severally responsible for
23 carrying out all of the Work required by this Order. No change
24 in the ownership, corporate status, or other control of any
25 Respondent shall alter any of the Respondents' responsibilities
26 under this Order.

27 B. Each Respondent shall provide a copy of this Order to any
28 prospective owner or successor before a controlling interest in

1 that Respondent's assets, property rights, or stock are
2 transferred to the prospective owner or successor. Respondents
3 shall provide a copy of this Order to each contractor,
4 subcontractor, laboratory, or consultant retained to perform any
5 Work under this Order, within ten (10) days after the effective
6 date of this Order or on the date such services are retained,
7 whichever date occurs later. Each Respondent shall also
8 condition all contracts and subcontracts entered into with
9 respect to the Work upon performance of the Work in conformity
10 with the terms of this Order. With regard to the activities
11 undertaken pursuant to this Order, each contractor and subcon-
12 tractor shall be deemed to be related by contract to the Respon-
13 dents within the meaning of Section 107(b)(3) of CERCLA, 42
14 U.S.C. § 9607(b)(3). Notwithstanding the terms of any contract,
15 Respondents are responsible for compliance with this Order and
16 for ensuring that their contractors, subcontractors and agents
17 comply with this Order and perform any Work in accordance with
18 this Order.

19 C. Not later than five (5) days prior to any transfer by a
20 Respondent of any real property identified in Paragraph II.A.12,
21 the applicable Respondent(s) shall submit a true and correct copy
22 of its transfer document(s) to EPA, and shall identify the
23 transferee by name, principal business address, and the effective
24 date of the transfer.

25 X. WORK TO BE PERFORMED

26 A. General Obligations

27 1. Respondents shall be responsible, jointly and
28 severally, for financing and performing the Work as required by

1 this Order. In the event of insolvency or other failure of any
2 one or more of the Respondents to perform any portion of the
3 Work, any remaining Respondent(s) shall complete such
4 requirements.

5 2. Respondents shall perform the Work in accordance with
6 the NCP, and all amendments thereto, and in accordance with the
7 standards, requirements, specifications, and any schedules
8 contained in this Order, incorporated into this Order by
9 reference, submitted or prepared by Respondents and approved by
10 EPA pursuant to this Order or issued or modified by EPA pursuant
11 to this Order. Respondents shall ensure that:

12 a. all designs, workplans, and proposals submitted
13 pursuant to this Order are consistent with (1) the NCP, (2) EPA
14 *Guidance on Remedial Design and Remedial Action*, OSWER Directive
15 9355.04A (June 1986), and (3) any other appropriate EPA guidances
16 provided to Respondents by EPA;

17 b. all worker health and safety plans prepared pursuant
18 to this Order satisfy the requirements of (1) Part 1920 of Title
19 29 of the Code of Federal Regulation (54 Fed. Reg. 9294, March 6,
20 1989), (2) U.S. Department of Health and Human Services
21 *Occupational Safety and Health Guidance for Hazardous Waste Site*
22 *Activities* (October 1985 DHHS (NIOSH) Publication No. 85-115),
23 (3) U.S. EPA *Standard Operating Safety Guides* (July 1988), and
24 (4) any other applicable requirements; and

25 c. all quality assurance plans prepared pursuant to
26 this Order follow the guidelines listed in Section XVII (Quality
27 Assurance).

28 3. Unless otherwise directed by EPA, no Respondent shall

1 perform any Remedial Action Work under this Section X (Work To Be
2 Performed) prior to EPA's approval of such Work.

3 4. Respondents shall appoint a representative (the
4 "Project Coordinator") to act on their behalf to execute the
5 Work, in accordance with Section XIX (Remedial Project Manager
6 and Project Coordinator).

7 5. All personnel performing Work shall be qualified to
8 perform those portions of the Work which they are assigned.
9 Respondents shall submit evidence that all portions of the Work
10 will be performed (not merely reviewed) by personnel qualified to
11 perform those portions of the Work which they are assigned.

12 6. All Remedial Design Work shall be under the direction
13 of a qualified professional architect/engineer. In the timeframe
14 provided in the Work Schedule (attached as Attachment A and
15 incorporated herein by reference), Respondents shall notify EPA
16 in writing of the name, title, and qualifications of the archi-
17 tect/engineer proposed to supervise and direct the Remedial
18 Design Work to be performed pursuant to this Order. Selection of
19 any such architect/engineer shall be subject to disapproval by
20 EPA. The submitted information about the proposed
21 architect/engineer shall include a written statement of
22 qualifications in sufficient detail to allow EPA to make a full
23 and timely evaluation. If at any time, Respondents propose to
24 change the selected architect/engineer, the Respondents shall
25 give written notice to EPA of the name, title and qualifications
26 of the proposed architect/engineer. Any such change shall be
27 subject to disapproval by EPA.

28 7. If EPA disapproves of the selection of the archi-

1 | tect/engineer, Respondents shall submit to EPA within thirty (30)
2 | days after receipt of EPA's disapproval of the architect/engineer
3 | previously selected, a list of at least three
4 | architects/engineers and their qualifications, including primary
5 | support entities and staff, that would be acceptable to Respon-
6 | dents. EPA will thereafter provide notice to Respondents of the
7 | architects/engineers on the list that are acceptable to EPA (if
8 | any). Respondents may then select any approved archi-
9 | tect/engineer from that list and shall notify EPA of the name of
10 | the architect/engineer selected within fifteen (15) days of EPA's
11 | designation of acceptable architects/engineers.

12 | 8. All Remedial Action Work shall be under the direction
13 | of a qualified professional engineer. In the timeframe provided
14 | in the Work Schedule, Respondents shall notify EPA in writing of
15 | the name, title, and qualifications of the engineer proposed to
16 | supervise and direct the Remedial Action Work to be performed
17 | pursuant to this Order. Selection of any such engineer shall be
18 | subject to disapproval by EPA. The submitted information about
19 | the proposed engineer shall include a written statement of
20 | qualifications in sufficient detail to allow EPA to make a full
21 | and timely evaluation. If at any time, Respondents propose to
22 | change the selected engineer, the Respondents shall give written
23 | notice to EPA of the name, title and qualifications of the
24 | proposed engineer. Any such change shall be subject to
25 | disapproval by EPA.

26 | 9. If EPA disapproves of the selection of the engineer,
27 | Respondents shall submit to EPA within thirty (30) days after
28 | receipt of EPA's disapproval of the engineer previously selected,

1 a list of at least three engineers and their qualifications,
2 including primary support entities and staff, that would be
3 acceptable to Respondents. EPA will thereafter provide notice to
4 Respondents of the names of the engineers on the list that are
5 acceptable to EPA (if any). Respondents may then select any
6 approved engineer from that list and shall notify EPA of the name
7 of the engineer selected within fifteen (15) days of EPA's
8 designation of acceptable engineers.

9 10. In the timeframe provided in the Work Schedule, the
10 Respondents shall submit the names of its Remedial Action
11 Contractors/Subcontractors to EPA and shall state in such
12 submission whether the Contractors/Subcontractors were retained
13 by way of a construction contract or through the assignment of
14 the Respondents' in-house resources. Within thirty (30) days of
15 a request by EPA, the Respondents shall provide the
16 qualifications of the Contractors or Subcontractors listed in
17 their requests for approval by EPA. The information submitted
18 shall include a statement of qualification in sufficient detail
19 to allow EPA to make a full and timely evaluation.

20 11. If EPA disapproves of the selection of the Remedial
21 Action Contractors/Subcontractors, Respondents shall submit to
22 EPA within thirty (30) days after receipt of EPA's disapproval of
23 the Contractors/Subcontractors previously selected, a list of at
24 least three Contractors/Subcontractors and their qualifications,
25 including primary support entities and staff, that would be
26 acceptable to Respondents. EPA will thereafter provide notice to
27 Respondents of the names of the Contractors/Subcontractors on the
28 list that are acceptable to EPA (if any). Respondents may then

1 select any approved Contractor/Subcontractor from that list and
2 shall notify EPA of the name of the engineer selected within
3 fifteen (15) days of EPA's designation of acceptable
4 Contractors/Subcontractors.

5 12. In the timeframe provided in the Work Schedule and
6 prior to initiation of any construction activities, the
7 Respondents shall submit the names and qualifications of their
8 Independent Quality Assurance Team ("IQAT") for approval by EPA.
9 The IQAT shall be used to provide confidence to the Respondents
10 that the selected remedy is constructed to meet project
11 requirements, but its use shall not release the Respondents from
12 any of their obligations under this Order. The IQAT implements
13 testing and inspecting the work of the Remedial Action Engineer.
14 Each IQAT member is required to be "independent" and autonomous
15 from the Remedial Action Engineer and may come from within the
16 ranks of the Respondents' own staff, the Remedial Design
17 Architect/Engineer organization, or through a separate
18 contractual relationship with a private consulting entity. EPA
19 approval will be based in part on the requirement for
20 independence between the IQAT and the Remedial Action Engineer.
21 The information to be submitted shall include a written statement
22 of qualifications in sufficient detail to allow EPA to make a
23 full and timely evaluation of the IQAT's qualifications.

24 13. If EPA disapproves of the selection of the Remedial
25 Action IQAT, Respondents shall submit to EPA within thirty (30)
26 days after receipt of EPA's disapproval of the IQAT previously
27 selected, a list of at least three IQATs and the team's
28 qualifications, including primary support entities and staff,

1 that would be acceptable to Respondents. EPA will thereafter
2 provide notice to Respondents of the names of the IQATs on the
3 list that are acceptable to EPA (if any). Respondents may then
4 select any approved IQAT from that list and shall notify EPA of
5 the name of the IQAT selected within fifteen (15) days of EPA's
6 designation of acceptable IQATs.

7 14. Prior to the start of construction, the Respondents
8 shall schedule and initiate a pre-construction conference. At a
9 minimum, the invitees shall include: Respondents' Project
10 Coordinator; Lockheed's Project Coordinator, the City's Project
11 Coordinator; the EPA Remedial Project Coordinator and any
12 designated EPA Oversight Representatives; Respondents' Remedial
13 Design Architect/Engineer; Respondents' Independent Quality
14 Assurance Team; Respondents' Remedial Action Engineer; and
15 representatives of California Department of Health Services
16 Office of Drinking Water.

17 The main purpose of the pre-construction conference will
18 be to establish relationships among these parties, including
19 lines of communication.

20 15. During the implementation of the Remedial Action
21 Work, the Respondents shall be responsible for assuring access
22 for the EPA Project Coordinator and/or the Oversight
23 Representatives to the extent it is required to provide access
24 pursuant to Section XX (Site Access and Notification) of this
25 Order. Respondents shall provide, at their own expense, access
26 to accommodations or office trailer space sufficient for the EPA
27 Project Coordinator and/or Oversight Representatives to
28 accomplish oversight duties with respect to Respondents'

1 activities, such as review of documents and reports.

2 16. Upon completion of the construction process (with the
3 exception of non-routine maintenance), Respondents shall conduct
4 a pre-final and final inspection of completed Work. At a
5 minimum, the invitees shall include Respondents and/or their
6 representatives, including the Respondents' Project Coordinator;
7 Lockheed's Project Coordinator; the City's Project Coordinator;
8 the EPA Remedial Project Coordinator and any designated EPA
9 Oversight Representatives; Respondents' Remedial Design
10 Architect/Engineer; Respondents' Independent Quality Assurance
11 Team; Respondents' Remedial Action Engineer; and representatives
12 of the California Department of Health Services Office of
13 Drinking Water.

14 The purpose of the inspections is to determine if all
15 aspects of the plans and specifications have been implemented at
16 the Site and whether the facilities to be constructed pursuant to
17 this Order are operational and functional. If any items have not
18 been completed, Respondents shall develop a punch list which
19 details the outstanding items still requiring completion or
20 correction.

21 A final inspection shall be conducted when all the items
22 on the punch list have been completed. All items indicated as
23 requiring correction on the punch list shall be reinspected, and
24 all tests that were originally unsatisfactory shall be conducted
25 again. A final punch list shall be developed for any outstanding
26 deficiencies still requiring correction.

27 17. Respondents shall submit for review and approval each
28 of the deliverables listed in the Work Schedule (except the

1 Health and Safety Plan, see below) and shall submit for review
2 the monthly progress reports and the quarterly quality assurance
3 reports described in Subpart X.C of this Order and the Health and
4 Safety Plan required by Paragraph X.C.4 of this Order. Any
5 failure by Respondents to submit any deliverable required by this
6 Order in compliance with any schedule or deadline contained in
7 this Order, incorporated into this Order by reference, submitted
8 or prepared by Respondents and approved by EPA pursuant to this
9 Order or issued or modified by EPA pursuant to this Order
10 (including any failure to submit a required monthly progress
11 report or quarterly quality assurance report) shall be deemed a
12 violation of this Order.

13 18. Respondents shall cooperate with EPA in providing
14 information regarding the Work to the public. As requested by
15 EPA, Respondents shall participate in the preparation of
16 information for distribution to the public and in public meetings
17 which may be held or sponsored by EPA, or in which EPA is a
18 participant, to explain activities at or relating to the Site.

19 B. Description of the Work To Be Performed

20 The Work to be performed pursuant to this Order includes all
21 activities necessary to accomplish the tasks described in
22 Subparts B.1 through B.2, below. Respondents shall:

23 1. Design and construct all facilities necessary to:

- 24 a. receive 9,000 gallons per minute ("gpm") of
25 disinfected groundwater at the Point of Interconnection;
26 b. blend such disinfected groundwater with MWD supplied
27 water ("blending water") to achieve a combined water supply in
28 the amount of 18,000 gpm ("blended water");

1 c. transport the disinfected groundwater from the Point
2 of Interconnection to the blending facilities to be located
3 between the City's Main Booster Station and North Hollywood Way
4 on the property shown in Appendix F of the Consent Decree
5 attached as Attachment B;

6 d. transport 12,000 gpm of blending water from its MWD
7 source near the intersection of Greg Avenue and San Fernando Road
8 to the blending facilities so as to meet system requirements;

9 e. transport 18,000 gpm of blended water from the
10 blending facilities to the Point of Water System Introduction so
11 as to meet system requirements;

12 f. perform monitoring necessary to design, construct,
13 operate and maintain facilities described in Subparts 1.a through
14 1.e of this Section; and

15 g. monitor the effectiveness of the foregoing facili-
16 ties in achieving the blending standards established by Section
17 VII Subpart H of the Consent Decree.

18 2. Perform any non-routine maintenance with respect to
19 the facilities described in Subparts 1.a through 1.e of this
20 Section for the twenty (20) year time period of operation and
21 maintenance required by the interim remedial action, unless
22 Respondents are ordered to cease performing such non-routine
23 maintenance by EPA.

24 C. Deliverables

25 The deliverables described in this Subpart, with the exception of
26 the Monthly Progress Reports and the Quarterly Quality Assurance
27 Reports, shall be submitted to EPA, EPA's contractor CH2M Hill,
28 the California Department of Health Services Office of Drinking

1 Water, California Regional Water Quality Control Board, Lockheed,
2 and the City in the timeframe provided in the Work Schedule,
3 unless EPA modifies such schedule in writing.

4 1. MONTHLY PROGRESS REPORTS: Respondents shall provide
5 written Monthly Progress Reports to EPA. These Progress Reports
6 shall be submitted by the 10th of each month for the work done
7 the preceding month and planned for the current month. The first
8 Monthly Progress Report pursuant to this Order will be due by the
9 tenth day of the calendar month immediately following the
10 effective date of this Order. The Progress Reports shall include
11 a general description of the activities commenced or completed
12 during the reporting period, activities expected to be commenced
13 or completed during the next reporting period, and any
14 significant problems that have been encountered or are
15 anticipated during the reporting period and actions being taken
16 to rectify these problems. Each Monthly Progress Report shall
17 specifically address any coordination activities undertaken with
18 Lockheed and the City pursuant to Section XI (Obligation to
19 Cooperate and Coordinate) and future coordination plans.

20 2. QUARTERLY QUALITY ASSURANCE REPORTS: Respondents
21 shall include a Quality Assurance Report to EPA as part of its
22 Monthly Progress Reports for the months of January, April, July
23 and October of each year. Such Reports shall contain information
24 demonstrating that Respondents are complying with the
25 requirements of Section XVII (Quality Assurance) in performing
26 the Work.

27 3. REMEDIAL DESIGN WORKPLAN

28 a. In accordance with the timeframe set forth in the

1 Work Schedule, Respondents shall submit a Remedial Design
2 Workplan. The Remedial Design Workplan shall describe the plan
3 for the implementation of the Remedial Design Work.

4 b. The Remedial Design Workplan shall contain at a
5 minimum the following:

- 6 (1) Tentative description of the design team;
- 7 (2) Plan that describes the necessary
8 coordination with Lockheed and the City;
- 9 (3) Detailed description of the tasks and
10 deliverables that Respondents will complete
11 during the remedial design phase;
- 12 (4) Detailed schedule for completion of the tasks
13 and deliverables that is consistent with the
14 time-frames set forth in this Order;
- 15 (5) Design criteria and assumptions;
- 16 (6) Requirements for additional data collection;
- 17 (7) Engineering procedures manual that fully
18 describes the procedures for generating,
19 reviewing, checking, issuing, and correcting
20 engineer and design documents;

21 4. HEALTH AND SAFETY PLAN

22 a. In accordance with the timeframe provided in the
23 Work Schedule, Respondents shall submit a plan that describes the
24 minimum health, safety and emergency response requirements for
25 the pre-design, design and Remedial Action Work activities to be
26 undertaken by the Respondents. The plan shall be prepared in
27 accordance with the U.S. Occupational Safety and Health
28 Administration ("OSHA") requirements and any other applicable

1 requirements.

2 5. PLAN FOR SATISFACTION OF PERMITTING REQUIREMENTS

3 a. In accordance with the timeframe provided in the
4 Work Schedule, the Respondents shall submit a plan that describes
5 the permitting requirements for the Remedial Action Work
6 activities to be undertaken by the Respondents and a strategy for
7 meeting such requirements.

8 6. SITE QUALITY ASSURANCE PROJECT PLAN

9 a. A Quality Assurance Project Plan ("QAPP") shall be
10 prepared by the Respondents pursuant to Section XVII (Quality
11 Assurance).

12 7. CONCEPTUAL REMEDIAL DESIGN REPORT

13 a. In accordance with the timeframe set forth in the
14 Work Schedule and the Remedial Design Workplan, Respondents shall
15 submit a Conceptual Remedial Design Report. The Conceptual
16 Remedial Design ends with the completion of approximately 30
17 percent of the total design effort.

18 b. The Conceptual Remedial Design Report shall include
19 at a minimum the following:

20 (1) Design criteria and bases;

21 (2) Project delivery analysis focusing on the
22 management approach to be used in carrying
23 out the design and implementing the Remedial
24 Action Work, including procurement method and
25 contracting strategy, health and safety
26 considerations, review requirements, and
27 contractor and equipment availability;

28 (3) Preliminary plans, drawings, and sketches;

- (4) Outline of required specifications;
- (5) Preliminary construction schedule; and
- (6) Results of value engineering.

8. PRE-FINAL REMEDIAL DESIGN REPORT

a. In accordance with the timeframe set forth in the Work Schedule and the Remedial Design Workplan, Respondents shall submit a Pre-final Remedial Design Report. The Pre-final Remedial Design represents approximately 65 percent of the total design effort. The Pre-final Remedial Design Report shall incorporate all EPA comments on and all requested EPA changes to the Conceptual Remedial Design Report.

b. The Pre-final Remedial Design Report shall include at a minimum the following:

- (1) Material and equipment requisitions;
- (2) Site preparation requirements;
- (3) Recommended vendor lists;
- (4) Process flow diagrams;
- (5) Quality Control source list; and
- (6) Punch list of needed items.

9. FINAL REMEDIAL DESIGN

a. In accordance with the timeframe set forth in the Work Schedule and the Remedial Design Workplan, Respondents shall submit a Final Remedial Design Report. The Final Remedial Design represents 100 percent of the total design effort. The Final Remedial Design Report shall incorporate all EPA comments on and all requested EPA changes to the Pre-final Remedial Design Report.

b. The Final Remedial Design Report shall include at a

1 minimum the following:

- 2 (1) Final design plans and specifications; and
- 3 (2) Preliminary construction schedule.

4 10. REMEDIAL ACTION WORKPLAN

5 a. In accordance with the timeframe set forth in the
6 Work Schedule, Respondents shall submit a Remedial Action
7 Workplan.

8 b. The Remedial Action Workplan shall include at a
9 minimum the following:

- 10 (1) Identification of the Remedial Action team,
11 including key personnel, descriptions of
12 duties, and lines of authority;
- 13 (2) Description of the roles and relationships of
14 the Respondents, Project Coordinator,
15 Remedial Action Engineer, Independent Quality
16 Assurance Team, Remedial Design
17 Architect/Engineer, and Remedial Action
18 Contractor;
- 19 (3) Plan that describes the necessary
20 coordination with the Settling Defendants;
- 21 (4) Process for the selection of the Remedial
22 Action Contractor;
- 23 (5) Schedule for the Remedial Action;
- 24 (6) Method to implement the Construction Quality
25 Assurance Plan;
- 26 (7) Health and Safety Plan for field construction
27 activities;
- 28 (8) Procedures for data collection during the

1 Remedial Action Work to validate the
2 completion of the Remedial Action.

3 11. INTERIM REMEDIAL ACTION REPORT

4 a. In accordance with the timeframe set forth in the
5 Work Schedule, Respondents shall submit an Interim Remedial
6 Action Report. This Report shall document that the facilities
7 constructed by Respondents pursuant to this Order are consistent
8 with the design specifications, and are operational and
9 functional.

10 b. The Interim Remedial Action Report shall include at
11 a minimum the following:

- 12 (1) Synopsis of the Remedial Action Work and
13 certification of the design and construction;
- 14 (2) Explanation of any modifications to the plans
15 and why these were necessary;
- 16 (3) Listing of the performance criteria, with an
17 explanation of any modifications to these
18 criteria;
- 19 (4) Results of monitoring indicating that the
20 Work will meet or exceed the performance
21 criteria.

22 XI. OBLIGATION TO COOPERATE AND COORDINATE

23 A. Respondents shall coordinate their performance of the
24 Work with the tasks to be performed at the Site by Lockheed and
25 the City of Burbank pursuant to the Consent Decree, such that the
26 Work required by this Order and the tasks required by the Consent
27 Decree are accomplished in a timely and satisfactory manner.
28 Such coordination shall include, but not be limited to,

1 cooperating in scheduling and holding meetings to discuss the
2 Work and the tasks under the Decree.

3 XII. ADDITIONAL RESPONSE ACTIONS

4 A. EPA may determine that in addition to the Work identified
5 in this Order and attachments to this Order, additional response
6 activities may be necessary to meet the performance standards or
7 to otherwise protect human health, welfare and the environment.
8 If EPA determines that additional response activities are
9 necessary, EPA may require Respondents to submit to EPA for
10 review and approval a workplan for such additional response
11 activities. EPA may also require Respondents to modify any plan,
12 design, or other deliverable required by this Order, including
13 any approved deliverables.

14 B. Unless otherwise provided by EPA, within thirty (30) days
15 of receipt of notice from EPA that additional response activities
16 are necessary pursuant to this Section, the Respondents shall
17 submit a workplan for such response activities to EPA for review
18 and approval.

19 C. EPA shall take action on such workplan consistent with
20 Section XVI (EPA Review of Submissions).

21 D. Respondents shall notify EPA of their intent to perform
22 such additional response activities within seven (7) days after
23 receipt of EPA's request for additional response activities.
24 Respondents shall promptly implement the workplan as approved by
25 EPA, in accordance with the standards, specifications, and
26 schedule contained in the approved workplan or otherwise issued
27 by EPA pursuant to this Order.

XIII. EPA PERIODIC REVIEW

Under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), EPA may review conditions at the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Respondents shall conduct, if requested by EPA, the requisite studies, investigations, or other response actions (or any portions thereof) as EPA determines necessary in order to permit EPA to conduct the review under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c). As a result of any review performed under this Section, Respondents may be required to perform additional activities or to modify Work previously performed.

XIV. ENDANGERMENT AND EMERGENCY RESPONSE

A. In the event of any action or occurrence during the performance of the Work which may present an immediate threat to the public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize the threat, and shall immediately notify EPA's Remedial Project Manager ("RPM") (see Section XIX below). If EPA's RPM is not available, Respondents shall notify the EPA Emergency Response Section, Region IX. Respondents shall take such action in consultation with EPA's RPM (or, if the RPM is unavailable, the EPA Emergency Response Section, Region IX, at (415) 744-2000) and in accordance with all applicable provisions of this Order, including but not limited to the Health and Safety Plan. In the event that Respondents fail to take appropriate response action as required by this Section XIV, and EPA takes that action instead, Respondents shall be liable to EPA for all costs of the response action.

1 B. The Director of the Hazardous Waste Management Division,
2 EPA Region IX, may determine that acts or circumstances (whether
3 related to or unrelated to this Order) may require a halt to the
4 Work and may order Respondents to stop further implementation of
5 the Work or some portion of the Work. EPA may order Respondents
6 to cease activities at the Site.

7 C. EPA's RPM shall also have authority, consistent with the
8 NCP, to halt any Work required by this Order and to take any
9 necessary response actions.

10 D. Nothing in this Order shall be deemed to limit any
11 authority of the United States to take, direct, or order all
12 appropriate action to protect human health, welfare, and the
13 environment or to prevent, abate, or minimize an actual or
14 threatened release of hazardous substances on, at, or from the
15 Site.

16 XV. FORM OF NOTICE

17 A. Except insofar as oral notification is specifically
18 provided for in this Order, when notification to or communication
19 with the EPA, EPA's Oversight Representative CH2M Hill, Lockheed,
20 the City, Department of Health Services Office of Drinking Water
21 (DHS), or California Regional Water Quality Control Board
22 (CRWQCB) is required by this Order, it shall be in writing,
23 postage prepaid, and addressed as follows:

24 1. As to EPA:

25 Colette Kostelec
26 Remedial Project Manager
27 San Fernando Valley Superfund Site
28 Hazardous Waste Management Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street (H-6-4)
San Francisco, CA 94105

1 2. As to CH2M Hill:

2 Mike Arends
3 CH2M Hill
4 2510 Redhill Avenue, Suite A
5 Santa Ana, CA 92705

6 3. As to Lockheed:

7 Ron Helgersen
8 Lockheed Engineering and Sciences Company
9 2550 N. Hollywood Way, Suite 305
10 Burbank, CA 91505

11 4. As to the City:

12 General Manager
13 City of Burbank
14 Public Service Department
15 164 West Magnolia Blvd.
16 Burbank, CA 91503-0631

17 5. As to DHS:

18 Gary Yamamoto
19 California Department of Health Services
20 Office of Drinking Water
21 1449 West Temple Street, Rm. 224
22 Los Angeles, CA 90026

23 6. As to CRWQCB:

24 Hank Yacoub
25 California Regional Water Quality Control Board
26 101 Centre Plaza Drive
27 Monterey Park, CA 91754

28 B. If any of the addresses or names in Subpart XV.A change,
EPA will notify Respondents in writing and Respondents shall
address all submittals or other communications to the new person
or address.

C. In the case of written notices or submittals, a notice or
submittal shall be deemed to have occurred on the date the notice
or submittal is received by the party to whom notice must be
given or a document must be submitted pursuant to this Order.

XVI. EPA REVIEW OF SUBMISSIONS

A. After review of any deliverable, plan, report, or other item (including any workplan submitted pursuant to Section XII (Additional Response Actions)) which is required to be submitted for review and approval pursuant to this Order, EPA may:

1. approve, in whole or in part, the deliverable;
2. disapprove, in whole or in part, the deliverable and direct Respondents to resubmit the deliverable after incorporating all of EPA's comments and including all requested EPA changes;
3. approve the deliverable with modification by EPA;
4. approve the deliverable with specified conditions; or
5. disapprove the deliverable and assume performance of all or any part of any response action that is or should have been addressed by the submission.

B. All actions taken by EPA pursuant to Subpart A of this Section will be communicated to Respondents in writing by the Director, Hazardous Waste Management Division, EPA Region IX, or his representative. No informal advice, guidance, suggestions or comments by EPA personnel regarding reports, plans, specifications, schedules or any other matter shall relieve Respondents of their obligations to obtain formal approvals as required by this Order.

C. In the event of approval, approval with modifications by EPA, or approval with special conditions, Respondents shall proceed to take any action required by the deliverable, as approved or modified by EPA, in accordance with any schedule contained therein.

1 D. Upon receipt of a notice of disapproval requesting a
2 resubmittal, Respondents shall, within five (5) days or such
3 longer time as specified by EPA in writing in its notice of
4 disapproval, correct the deficiencies, consistent with any
5 comments by EPA and incorporating any changes requested by EPA,
6 and resubmit the deliverable for approval. Notwithstanding the
7 notice of disapproval, Respondents shall proceed, if so directed
8 by EPA, to take any action required by the non-deficient portions
9 of the deliverable.

10 E. Submission of a deficient deliverable or failure to
11 submit a deliverable according to any schedule contained in this
12 Order, incorporated into this Order by reference, submitted or
13 prepared by Respondents and approved by EPA pursuant to this
14 Order or issued or modified by EPA pursuant to this Order shall
15 be considered a violation of this Order. An approval by EPA of
16 an initially disapproved and resubmitted deliverable shall end
17 the period of the violation with respect to the disapproved
18 deliverable.

19 F. All deliverables required by this Order to be submitted
20 for review and approval are, upon EPA approval, incorporated into
21 this Order as requirements of this Order and shall be an
22 enforceable part of this Order. Any noncompliance by Respondents
23 with such EPA-approved deliverables shall be considered a
24 violation of this Order.

25 G. EPA's approval of any plan, deliverable, report or other
26 submittal under this Order shall not be deemed to imply that EPA
27 agrees with every statement or characterization contained in such
28 plan, deliverable, report or other submittal.

1 H. Notwithstanding any approval which may be granted by EPA,
2 no warranty or guarantee of any kind, either express or implied,
3 is provided by EPA with regard to the Work.

4 XVII. QUALITY ASSURANCE

5 A. Respondents shall submit to EPA for review and approval,
6 in accordance with the Work Schedule, a comprehensive Quality
7 Assurance ("QA") Project Plan for all Work to be performed
8 pursuant to this Order. The QA Project Plan shall be prepared in
9 accordance with (i) U.S. EPA *Interim Guidelines and*
10 *Specifications for Preparing Quality Assurance Project Plans*,
11 QAMS 005/80 (December 1980); (ii) U.S. EPA Region IX *Guidance for*
12 *Preparing QA Project Plans for Superfund Remedial Projects*, Doc.
13 90A-03-89 (September 1989); and (iii) U.S. EPA *Data Quality*
14 *Objectives Development Guidance for Remedial Response Actions*,
15 EPA/540/G87/003 and 004; or (iv) any superseding or amended
16 version of these documents provided by EPA to the Respondents.
17 Upon receipt of EPA's approval of the Final QA Project Plan,
18 Respondents shall immediately implement the QA Project Plan.

19 B. Respondents shall use QA procedures and protocols in
20 accordance with the approved QA Project Plan and shall utilize
21 standard EPA sample chain of custody procedures, as documented in
22 (i) EPA *National Enforcement Investigations Center Policies and*
23 *Procedures Manual*, EPA-330/9-78-001-R (May 1978, revised May
24 1986); and (ii) EPA *National Enforcement Investigations Center*
25 *Manual for the Evidence Audit* (April 1984); or (iii) any amended
26 or superseding version of these documents provided by EPA to
27 Respondents, for all sample collection and analysis activities
28 conducted pursuant to this Order.

1 C. In order to provide quality assurance and maintain
2 quality control regarding all samples collected pursuant to this
3 Order, Respondents shall:

4 1. Use only laboratories which have a documented quality
5 assurance program that complies with EPA guidance document QAMS-
6 005/80.

7 2. Ensure that all contracts with laboratories utilized
8 by Respondents for analysis of samples taken pursuant to this
9 Order:

10 a. provide for access of EPA personnel and EPA-
11 authorized representatives, and

12 b. allow EPA personnel and EPA's authorized
13 representatives to consult with the personnel that performed
14 analyses for Respondents.

15 3. Ensure that all laboratories utilized by Respondents
16 for analysis of samples taken pursuant to this Order perform all
17 analyses in accordance with the approved QA Project Plan.

18 4. Ensure that all laboratories utilized by Respondents
19 for analysis of samples taken pursuant to this Order participate
20 in an EPA or EPA-equivalent Laboratory Water Supply Performance
21 Evaluation Study. As part of the QA program, Respondents must
22 use a laboratory that, upon request by EPA, shall perform, not no
23 expense to EPA, analyses of samples provided by EPA to
24 demonstrate the quality of each laboratory's data. If a
25 laboratory used by Respondents is certified for drinking water
26 analyses by the California Department of Health Services,
27 Respondents shall request that the laboratory include a notation
28 of the valid certification on the title page of the analyses

1 results report.

2 5. Ensure that all laboratories utilized by Respondents
3 for analysis of samples taken pursuant to this Order:

4 a. maintain, and provide upon request, the records
5 outlined in U.S. EPA Region IX, *Laboratory Documentation Require-*
6 *ments for Data Validation* (January 1990), and

7 b. perform all data validation specified in the QA
8 Project Plan in accordance with *Laboratory Data Validation*
9 *Functional Guidelines for Evaluating Inorganic Analysis, Draft*
10 (July 1988), and the *Laboratory Data Validation Functional Guide-*
11 *lines for Evaluating Organic Analysis, Draft* (December 1990,
12 revised June 1991) or any amended or superseding version of these
13 documents provided by EPA to Respondents.

14 6. Require by contract and use their best efforts to
15 ensure that samples taken on Respondents' behalf for purposes of
16 implementing this Order are retained and disposed of by
17 analytical laboratories in accordance with EPA's customary
18 contract procedures for sample retention, as outlined in the
19 *Contract Laboratory Project Statement of Work for Organics* (March
20 1990, revised August 1991), and *Contract Laboratory Project*
21 *Statement of Work for Inorganics* (March 1990, revised September
22 1991) or any amended or superseding versions of these documents
23 provided by EPA to Respondents.

24 **XVIII. COMPLIANCE WITH APPLICABLE LAWS**

25 A. The Work performed by Respondents pursuant to this Order
26 shall comply with the applicable or relevant and appropriate
27 requirements ("ARARs") identified in the ROD, ESD and Subpart F
28 of Section VII of the Consent Decree, except insofar as the ESD

1 or the Consent Decree explicitly state that earlier-identified
2 ARARs are superseded by the ESD or the Consent Decree. All
3 activities taken by Respondents pursuant to this Order shall also
4 be performed in accordance with the requirements of all
5 applicable federal, state, and local laws, regulations, and
6 permitting requirements; provided that, as set forth in Section
7 121(e) of CERCLA, 42 U.S.C. § 9621(e), and the NCP, no permit
8 shall be required for any portion of the Work conducted entirely
9 onsite. Where any portion of the Work requires a federal or
10 state permit or approval, Respondents shall submit timely
11 applications and take all other actions necessary to obtain and
12 to comply with all such permits or approvals.

13 B. This Order is not, and shall not be construed to be, a
14 permit issued pursuant to any federal or state statute or regula-
15 tion.

16 C. Nothing in this Order shall be deemed to constitute a
17 pre-authorization of a CERCLA claim within the meaning of Sec-
18 tions 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or 9612.

19 XIX. REMEDIAL PROJECT MANAGER AND PROJECT COORDINATOR

20 A. All communications, whether written or oral, from any
21 Respondent to EPA shall be directed to EPA's Remedial Project
22 Manager ("RPM"); provided that all communication from counsel for
23 Respondents shall be directed to counsel representing EPA.
24 Respondents shall submit to EPA three (3) copies of all
25 deliverables, plans, reports, and other submittals required to be
26 submitted by this Order, and shall send these documents by
27 overnight mail or certified mail, return receipt requested.

1 B. EPA's RPM is:

2 Colette Kostelec
3 San Fernando Valley Superfund Site
4 Hazardous Waste Management Division
5 U.S. Environmental Protection Agency, Region IX
6 75 Hawthorne Street (H-6-4)
7 San Francisco, CA 94105
8 (415) 744-2253

9 C. EPA has the unreviewable right to change its RPM. If EPA
10 changes its RPM, EPA will inform Respondents in writing of the
11 name, address, and telephone number of the new RPM.

12 D. EPA's RPM shall have the authority lawfully vested in a
13 Remedial Project Manager and On-Scene Coordinator by the NCP, 40
14 C.F.R. Part 300 et seq., including such authority as may be added
15 by amendments to 40 C.F.R. Part 300. EPA's RPM shall have the
16 authority, consistent with the NCP, to halt any work required by
17 this Order, and to take any necessary response action.

18 E. Within ten (10) days after the effective date of this
19 Order, Respondents shall submit to EPA in writing the name,
20 address, telephone number and qualifications of their proposed
21 Project Coordinator, including the primary support entities and
22 staff, proposed to be used in carrying out Work under this Order,
23 for EPA review and approval.

24 F. If EPA disapproves of the selection of the Project
25 Coordinator, Respondents shall submit to EPA within thirty (30)
26 days after receipt of EPA's disapproval of the Project Coordina-
27 tor previously selected, a list of at least three Project
28 Coordinators, their addresses, telephone numbers, and qualifica-
tions, including primary support entities and staff, that would
be acceptable to Respondents. EPA will thereafter provide notice

1 to Respondents of the names of the Project Coordinators on this
2 list that are acceptable to EPA (if any). Respondents may then
3 select any approved Project Coordinator from that list and shall
4 notify EPA of the name of the Project Coordinator selected within
5 fifteen (15) days of EPA's designation of acceptable Project
6 Coordinators.

7 G. If at any time Respondents wish to change their Project
8 Coordinator, at least ten (10) days prior to the date of the
9 desired change Respondents shall provide to EPA for review and
10 approval the name and qualifications of the proposed Project
11 Coordinator and shall obtain approval from EPA before the new
12 Project Coordinator undertakes any responsibilities under this
13 Order.

14 H. The Project Coordinator shall be responsible for oversee-
15 ing Respondents' implementation of the Work required by this
16 Order and for coordinating communication between EPA and
17 Respondents.

18 XX. SITE ACCESS AND NOTIFICATION

19 A. Access to Areas Not Owned or Controlled by Respondents

20 1. To the extent that the Site or other areas where Work
21 is to be performed under this Order are presently owned or
22 controlled by parties other than Respondents and to the extent
23 that access to or easements over such property is required for
24 the proper and complete performance of this Order, Respondents
25 shall use their best efforts to obtain from the owners or those
26 person who have control over the property, including lessees,
27 access agreements within thirty (30) days of the effective date
28 of this Order. For purposes of this Section, "best efforts"

1 includes but is not limited to seeking judicial assistance and
2 the payment of reasonable sums of money as consideration for
3 access.

4 2. Any access agreements to be obtained by Respondents
5 shall provide access to EPA, its contractors and other represen-
6 tatives, and to Respondents and their contractor(s) and
7 authorized representatives, and such agreements shall specify
8 that Respondents are not EPA's representatives with respect to
9 liability associated with Site activities. Respondents shall
10 provide copies of any access agreements obtained pursuant to this
11 Section to EPA within seven (7) days of execution of the
12 agreement.

13 3. If the required access agreements are not obtained
14 within the thirty (30) day period specified above, Respondents
15 shall notify EPA within five (5) days after the expiration of
16 that time period regarding both the lack of and efforts to obtain
17 such agreements. Subject to the United States' non-reviewable
18 discretion, the United States may direct Respondents to continue
19 to use best efforts to obtain access, may use its legal
20 authorities to obtain access for the Respondents, may perform the
21 Work in the areas at issue with EPA employees or EPA authorized
22 representatives, and may modify, amend or terminate the Order.
23 If the United States incurs costs related to obtaining access in
24 areas to which Respondents were unable to obtain access,
25 Respondents shall be liable for all costs incurred by EPA,
26 including but not limited to attorneys' fees and other legal
27 costs.

28 4. In the event that EPA, or its authorized

1 representatives, performs Work in areas to which Respondents were
2 unable to gain access, and EPA does not modify, amend or
3 terminate the Order, Respondents shall perform all other Work not
4 requiring access to that particular area. Respondents shall
5 integrate the results of any such tasks undertaken by EPA or its
6 authorized representatives into its reports and deliverables.

7 B. Access to Areas Owned or Controlled by Respondents

8 1. Respondents or any of their agents or representatives
9 shall allow EPA and its authorized representatives to enter and
10 freely move about all property which they own or control at the
11 Site and off-Site areas subject to or affected by the Work under
12 this Order or where documents required to be prepared or
13 maintained by this Order are located, for the purposes of:

14 a. inspecting conditions, activities and the results of
15 activities related to the Site;

16 b. inspecting and copying any records, files, photo-
17 graphs, documents, sampling and monitoring data, contracts,
18 operating logs, and other documents or writings related to Site;

19 c. reviewing the progress of the Respondents in
20 carrying out the terms of this Order;

21 d. conducting tests as EPA or its authorized
22 representatives deem necessary;

23 e. using a camera, sound recording device or other
24 documentary type equipment;

25 f. and verifying the data submitted to EPA by
26 Respondents.

27 2. Under the provisions of Section 104(e) of CERCLA, 42
28 U.S.C. § 9604(e), EPA explicitly reserves the right to observe

1 the Work of Respondents as it is performed. EPA reserves, for
2 itself and its authorized representatives, the right to take
3 splits or duplicates of any samples obtained by any Respondent or
4 anyone acting on any Respondent's behalf in the implementation of
5 the Work. EPA and its authorized representatives shall also have
6 the right to take any other samples that EPA or its authorized
7 representatives deem necessary.

8 C. Sampling and Project Notification

9 1. Respondents shall notify EPA not less than fourteen
10 (14) days in advance of any sample collection activity related to
11 the Work. Respondents shall notify EPA not less than fourteen
12 (14) days in advance of any disposal of any such sample, and EPA
13 shall have the opportunity to take possession of all or a portion
14 of such sample. Respondents shall notify EPA at least seven (7)
15 days in advance of any changes in the sampling schedule, if
16 possible. If changes in any scheduled sampling are required
17 within seven (7) days of the scheduled sampling, Respondents
18 shall notify EPA orally at least forty-eight (48) hours prior to
19 the new date of any such sampling.

20 2. Each Respondent shall notify EPA no less than thirty
21 (30) days in advance of commencing any project other than the
22 Work that may affect implementation of the interim remedy for the
23 Site or produce data or information that may affect an evaluation
24 of the remedy, including but not limited to placement of any
25 groundwater monitoring wells in the vicinity of the Site.

26 3. Nothing in this Order shall be interpreted as limiting
27 or affecting any right of entry or inspection authority EPA has
28 pursuant to law.

1 XXI. DOCUMENT AVAILABILITY AND RECORD PRESERVATION

2 A. Document Availability

3 1. Respondents shall provide to EPA upon request clear
4 and legible copies, as well as access to the original, of all
5 records, documents and information (other than documents or
6 information privileged under the attorney-client privilege or
7 work product doctrine) within their possession and/or control or
8 that of its contractors or agents relating to activities at the
9 Site or to the implementation of this Order, including but not
10 limited to sampling, analysis, chain-of-custody records,
11 manifests, drafts, trucking logs, receipts, reports, sample
12 traffic routing, notes and correspondence. Respondents shall
13 also make available to EPA for purposes of investigation,
14 information gathering, or testimony, its employees, agents or
15 representatives with knowledge of relevant facts concerning the
16 performance of the Work.

17 2. Respondents may assert a claim of business
18 confidentiality covering part of all of the information submitted
19 to EPA pursuant to this Order under 40 C.F.R. § 2.203, provided
20 such claim is not inconsistent with Section 104(e)(7) of CERCLA,
21 42 U.S.C. § 9604(e)(7), or other provisions of law. This claim
22 shall be asserted in the manner described by 40 C.F.R. § 2.203(b)
23 and substantiated by Respondents at the time the claim is made.
24 Information determined to be confidential by EPA will be given
25 the protection provided by CERCLA Section 104(e)(7), 42 U.S.C. §
26 9604(e)(7). If no such claim accompanies the information when it
27 is submitted to EPA, it may be made available to the public by
28 EPA without further notice to Respondents. Respondents shall not

1 assert confidentiality claims with respect to any data related to
2 Site conditions, sampling, or monitoring (including but not
3 limited to hydrogeological or chemical data and groundwater
4 monitoring data) or any other information covered by CERCLA
5 Section 104(e)(7)(F), 42 U.S.C. § 9604(e)(7)(F).

6 3. Respondents shall maintain for the period during which
7 this Order is in effect, an index of any materials, records, or
8 documents relating to activities at the Site or to the implemen-
9 tation of this Order, that Respondents claim contain confidential
10 business information and which EPA has requested. Respondents
11 shall routinely update this index at least every six months. The
12 index shall contain, for each item, the date, author, addressee,
13 and subject of the item. Upon a written request from EPA,
14 Respondents shall submit a copy of the most recent index to EPA.

15 4. Respondents shall maintain for the period during which
16 this Order is in effect, an index of any materials, records, or
17 documents relating to activities at the Site or to the implemen-
18 tation of this Order, that Respondents claim are covered by the
19 attorney work product doctrine or the attorney client privilege
20 and which fall within any document request made by EPA pursuant
21 to this Order. Respondents shall routinely update this index at
22 least every six months. The index shall contain, for each item,
23 the date, author, addressee, and subject of the item. Upon a
24 written request from EPA, Respondents shall submit a copy of the
25 most recent index to EPA.

26 B. Record Preservation

27 1. Within sixty (60) days after the effective date of
28 this Order, each Respondent shall submit a written certification

1 to EPA's RPM, signed by a responsible corporate official, or in
2 the case of the Antonini Family Trust, the trustee, stating
3 whether or not Respondent has altered, mutilated, discarded,
4 destroyed, or otherwise disposed of, since notification of
5 potential liability by the United States or the State, any
6 records, documents, or other information relating to: (i) its
7 potential liability under CERCLA, or (ii) its use of or disposal
8 of hazardous substances with regard to the Site. This
9 certification shall also state that the trustee or responsible
10 corporate official has conducted a thorough investigation of that
11 Respondent's officers, directors, employees, agents, contractors,
12 subcontractors, consultants or other persons having knowledge of
13 such information. Each Respondent shall not alter, mutilate,
14 discard, destroy, or otherwise dispose of any such records,
15 documents, or other information without prior EPA approval. If
16 EPA requests any or all of these records, documents or other
17 information, the applicable Respondent shall provide clear and
18 legible copies, as well as access to the original, of the
19 records, documents or other information (other than documents or
20 information privileged under the attorney-client privilege or
21 work product doctrine) to EPA.

22 C. Each Respondent shall provide to EPA, upon request, clear
23 and legible copies, as well as access to the originals, of any
24 and all documents and information within its possession or
25 control or in the possession or control of any of its divisions,
26 employees, agents, accountants, contractors, subcontractors or
27 attorneys (other than documents or information privileged under
28 the attorney-client privilege or the work product doctrine)

1 relating to activities at the Site or the implementation of this
2 Order, including but not limited to sampling analysis, chain of
3 custody records, manifests, drafts, trucking logs, reports,
4 correspondence or other documents or information related to the
5 Site.

6 D. For a minimum period of ten (10) years following EPA's
7 notification to Respondents that the Work has been completed,
8 Respondents shall preserve and retain all records and documents
9 in their possession or control, including the documents in the
10 possession or control of their contractors and agents, on and
11 after the effective date of this Order that relate in any manner
12 to the Site. At the conclusion of this document retention
13 period, Respondents shall notify the United States at least
14 ninety (90) calendar days prior to the destruction of any such
15 records or documents, and upon request by the United States,
16 Respondents shall deliver any such records or documents to EPA.

17 XXII. DELAY IN PERFORMANCE

18 A. Any delay in performance of this Order that, in EPA's
19 judgment, is not properly justified by Respondents shall be
20 considered a violation of this Order. Any delay in performance
21 of this Order shall not affect Respondents' obligations to fully
22 perform all obligations under the terms and conditions of this
23 Order.

24 B. Respondents shall notify EPA of any delay or anticipated
25 delay in performing any requirement of this Order. Such notifi-
26 cation shall be made by telephone to EPA's RPM within forty-eight
27 (48) hours after Respondents first knew or should have known that
28 a delay might occur. Respondents shall adopt all reasonable

1 measures to avoid or minimize any such delay. Within five (5)
2 business days after notifying EPA by telephone, Respondents shall
3 provide written notification fully describing: a) the nature of
4 the delay; b) any asserted justification for the delay; c) any
5 reason why Respondents should not be held strictly accountable
6 for failing to comply with any relevant requirements of this
7 Order; d) the measures planned and taken to minimize the delay;
8 and e) a schedule for implementing the measures that will be
9 taken to mitigate the effect of the delay. Increased costs or
10 expenses associated with implementation of the activities called
11 for in this Order are not a justification for any delay in
12 performance.

13 **XXIII. ASSURANCE OF ABILITY TO COMPLETE WORK**

14 A. Respondents shall demonstrate their ability to complete
15 the Work required by this Order and to pay all claims that arise
16 from the performance of the Work by obtaining and presenting to
17 EPA for review and approval within thirty (30) days of the
18 effective date of this Order, one of the following: (i) a
19 performance bond; (ii) a letter of credit; (iii) a guarantee by a
20 third party; or (iv) internal financial information sufficient to
21 allow EPA to determine that Respondents have sufficient assets
22 available to perform the Work. Respondents shall demonstrate
23 financial assurance in an amount not less than two and one-half
24 million dollars (\$2,500,000.00). If Respondents seek to
25 demonstrate ability to complete the Work by means of internal
26 financial information, or by guarantee of a third party, they
27 shall resubmit such information annually, on the anniversary of
28 the effective date of this Order. If EPA determines that such

1 financial information is inadequate, Respondents shall, within
2 thirty (30) days after receipt of EPA's notice of determination,
3 obtain and present to EPA for approval one of the other three
4 forms of financial assurance listed above in an amount not less
5 than two and one-half million dollars (\$2,500,000.00).

6 B. A least seven (7) days prior to commencing any work at
7 the Site pursuant to this Order, Respondents shall submit to EPA
8 a certification that Respondents or their contractors and subcon-
9 tractors have adequate insurance coverage or have indemnification
10 for liabilities for injuries or damages to persons or property
11 which may result from the activities to be conducted by or on
12 behalf of Respondents pursuant to this Order. Respondents shall
13 ensure that such insurance or indemnification is maintained for
14 the duration of the performance of the Work required by this
15 Order.

16 XXIV. UNITED STATES NOT LIABLE

17 A. The United States, including but not limited to its
18 agencies, divisions, departments, agents, employees and other
19 representatives, by issuance of this Order, assumes no liability
20 for any injuries or damages to persons or property resulting
21 entirely or partially from acts or omissions of any or all
22 Respondents or their directors, officers, employees, agents,
23 representatives, successors, assigns, contractors, consultants or
24 any other person acting on their behalf in carrying out any
25 action or activity pursuant to this Order.

26 B. The United States, including but not limited to its
27 agencies, divisions, departments, agents, employees and other
28 representatives, shall not be deemed to be a party to any

1 contract entered into by any or all of the Respondents or their
2 directors, officers, employees, agents, representatives, succes-
3 sors, assigns, contractors, consultants or any other person
4 acting on their behalf in carrying out any action or activity
5 pursuant to this Order.

6 C. The Respondents shall save and hold harmless the United
7 States, including but not limited to its agencies, divisions,
8 departments, agents, employees and other representatives, from
9 any and all claims or causes of action or other costs incurred by
10 the United States, including but not limited to attorneys fees
11 and other expenses of litigation and settlement arising from or
12 on account of acts or omissions of Respondents or their
13 directors, officers, employees, agents, representatives,
14 successors, assigns, contractors, consultants or any other person
15 acting on their behalf in carrying out any action or activity
16 pursuant to this Order.

17 D. Notwithstanding any approvals, permits, or other
18 permissions which may be granted by the United States or other
19 governmental entities or any other action by EPA, Respondents
20 remain fully liable for any costs or damages arising from or
21 relating to their acts or omissions or the acts of omissions of
22 any of their contractors, subcontractors, or any other person
23 acting on their behalf in the performance of the Work or their
24 failure to perform fully or complete the Work.

25 XXV. ENFORCEMENT AND RESERVATION

26 A. EPA reserves the right to bring an action against any or
27 all Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607,
28 for recovery of any response costs incurred by the United States

1 related to this Order and not reimbursed by Respondents, as well
2 as any other past and/or future costs incurred by the United
3 States pursuant to CERCLA in connection with the Site. This
4 reservation shall include but not be limited to past costs,
5 future costs, direct costs, indirect costs, the costs of
6 oversight, the costs of compiling the cost documentation to
7 support oversight cost demand, as well as accrued interest as
8 provided in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In
9 addition, EPA reserves the right to bring an action against any
10 and all Respondents for injunctive relief and/or civil penalties
11 under Section 106 of CERCLA, 42 U.S.C. § 9606, and/or for treble
12 damages under Section 107(c)(3) of CERCLA, 42 U.S.C. §
13 9607(c)(3).

14 B. Notwithstanding any other provision of this Order, at any
15 time during the response action, EPA may perform its own studies,
16 complete the response action (or any portion of the response
17 action) and seek reimbursement from Respondents for its costs, or
18 seek any other appropriate relief.

19 C. Nothing in this Order shall preclude EPA from taking any
20 additional enforcement action, including the modification of this
21 Order or the issuance of additional orders, or additional removal
22 or remedial actions as EPA deems necessary or from requiring
23 Respondents in the future to perform additional activities
24 pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or any other
25 applicable law. Respondents shall be liable, as provided in
26 CERCLA Section 107(a), 42 U.S.C. § 9607(a), for the costs of any
27 such additional actions.

28 D. Notwithstanding any provision of this Order, the United

1 States hereby retains all of its information gathering, inspec-
2 tion, access and enforcement authorities and rights under CERCLA,
3 RCRA and any other applicable statutes or regulations.

4 E. Nothing in this Order shall constitute or be construed as
5 a release from any claim, cause of action or demand in law or
6 equity against any person for any liability it may have arising
7 out of or relating in any way to the Site.

8 F. If a court issues an order that invalidates any provision
9 or this Order or finds that Respondents have sufficient cause not
10 to comply with one or more provisions of this Order, Respondents
11 shall remain bound to comply with all provisions of this Order
12 not invalidated by the court's order.

13 XXVI. ADMINISTRATIVE RECORD

14 A. Upon EPA's request, each Respondent shall submit to EPA
15 all documents in its possession related to the selection of the
16 response action for possible inclusion in the administrative
17 record file.

18 XXVII. CIVIL PENALTIES

19 Respondents shall be subject to civil penalties under
20 Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than
21 \$25,000 for each day in which Respondents willfully violate, or
22 fail or refuse to comply with this Order without sufficient
23 cause. In addition, failure to properly provide response action
24 under this Order, or any portion hereof, without sufficient
25 cause, may result in liability under Section 107(c)(3) of CERCLA,
26 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at
27 least equal to, and not more than, three times the amount of any
28 costs incurred by the United States as a result of such failure

1 to take proper action.

2 **XXVIII. EFFECTIVE DATE AND COMPUTATION OF TIME**

3 This Order shall be effective thirty-five (35) days after
4 this Order is signed by the Director of the Hazardous Waste
5 Management Division, EPA Region IX. Unless otherwise specified
6 in this Order, all times for performance of ordered activities
7 shall be calculated from this effective date.

8 **XXIX. SECTION HEADINGS**

9 The section headings set forth in this Order and its Table
10 of Contents are included for convenience of reference only and
11 shall be disregarded in the construction and interpretation of
12 any of the provisions of this Order.

13 **XXX. OPPORTUNITY TO CONFER**

14 A. Respondents may, within fifteen (15) days after the date
15 this Order is signed, request a conference with EPA Region IX's
16 RPM and Assistant Regional Counsel concerning the provisions of
17 this Order. If requested, the conference shall occur on April
18 22, 1992 at EPA's Region IX office, 75 Hawthorne Street, San
19 Francisco, California.

20 B. The purpose and scope of the conference shall be limited
21 to issues involving the implementation of the response actions
22 required by this Order and the extent to which Respondents intend
23 to comply with this Order. This conference is not an evidentiary
24 hearing, and does not constitute a proceeding to challenge this
25 Order. It does not give Respondents a right to seek review of
26 this Order or to seek resolution of potential liability. No
27 official stenographic record of the conference will be made. If
28 such conference is held pursuant to Respondent's request, each

1 Respondent may appear in person, or by an attorney or other
2 representative.

3 C. Requests for a conference must be by telephone followed
4 by written confirmation mailed that day to EPA's RPM.

5 XXXI. COMPLETION

6 A. Within thirty (30) days after Respondents conclude that
7 all Work and other activities required by this Order have been
8 fully performed, including but not limited to any nonroutine
9 maintenance that may be required, (other than the record
10 preservation activities required by Subpart XXI.D), Respondents
11 shall so notify EPA in a Notice of Alleged Completion, including
12 a brief outline of the basis for Respondents' conclusion. EPA
13 may respond:

14 1. by identifying in writing to Respondents additional
15 Work or other activities which may be required, in which case
16 Respondents shall not resubmit any Notice of Alleged Completion
17 until completing any such tasks identified by EPA, or

18 2. by scheduling an inspection to be attended by
19 Respondents' and EPA's representatives. Within thirty (30) days
20 of any such inspection, Respondents shall submit a report
21 containing a certification by a registered professional engineer
22 that the Work has been completed and a certification by
23 Respondents' Project Coordinator that the Work and all other
24 activities required by this Order (with the exception of the
25 record preservation activities required by Subpart XXI.D) have
26 been completed.

27 3. After receiving the report required by Paragraph
28 XXXI.A.2, EPA may:

1 a. require such additional activities as may be
2 necessary to complete the Work or otherwise comply with the
3 requirements of this Order, or


4 b. based upon its knowledge at the time and
5 Respondents' report with certifications, issue written
6 notification to Respondents that the Work has been completed and
7 all other requirements of the Order (except the record
8 preservation activities required by Subpart XXI.D) have been met.

9 B. No notification, certification or submittal pursuant to
10 this Section shall limit EPA's right to perform periodic reviews
11 pursuant to Section 121(c) of CERCLA, 42 U.S.C. 9621(c), to
12 pursue Respondents for violation of this Order, including any
13 failure to meet the requirements of Subpart XXI.D or to take any
14 action or require Respondents or any other party to take any
15 action in accordance with CERCLA Sections 104, 106, or 107, 42
16 U.S.C. 9604, 9606 or 9607, or any other provision of law.

17
18 IT IS SO ORDERED on this 26th day of March, 1992.

19 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
20

21
22 BY:



Jeffrey Zelikson, Director
Hazardous Waste Management Division
U.S. Environmental Protection Agency, Region IX
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28

ATTACHMENT A

WORK SCHEDULE

ACTIVITY	DUE DATE
I. PRE-DESIGN ACTIVITIES	
A. Selection of Project Coordinator	10 days after effective date of the Order
B. Selection of RD Architect/Engineer	30 days after effective date of Order
Finalize Contract	30 days after EPA approval of Selection
C. Remedial Design Workplan Draft	90 days after effective date of Order
Final Remedial Design Workplan	30 days after EPA approval of Draft
D. Site QA Project Plan (QAPP) Draft	90 days after effective date of Order
Final QAPP	30 days after EPA approval of Draft
E. Site Health & Safety Plan Draft	90 days after effective date of Order
Final Health & Safety Plan	30 days after EPA approval of Draft
F. Permitting Requirements Plan Draft	90 days after effective date of Order
Final Permitting Requirements Plan	30 days after EPA approval of Draft

ATTACHMENT A (Continued)

II. DESIGN ACTIVITIES

- | | | |
|----|---|--|
| A. | Conceptual Remedial Design Report Draft | 187 days after effective date of Order |
| | Final Conceptual RD Report | 30 days after EPA approval of Draft |
| B. | Pre-Final Remedial Design Report Draft | 347 days after effective date of Order |
| | Final Pre-Final RD Report | 30 days after EPA approval of Draft |
| C. | Final Remedial Design Report Draft | 467 days after effective date of Order |
| | Final Remedial Design Report | 30 days after EPA approval of Draft |

III. CONSTRUCTION OF REMEDIAL ACTION WORK

- | | | |
|----|---|---|
| A. | Selection of Independent Quality Assurance Team | 365 days after effective date of Order |
| | Finalize Selection | 30 days after EPA approval of Selection |
| B. | Selection of Remedial Action Engineer | 365 days after effective date of Order |
| | Finalize Contract | 30 days after EPA approval of Selection |
| C. | Selection of RA Contractors/Subcontractors | 440 days after effective date of Order |
| | Finalize Contracts | 30 days after EPA approval of Selection |

ATTACHMENT A (Continued)

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|---------------------------------------|--------------------------------------|--|
| D. | Remedial Action Workplan Draft | 465 days after effective date of Order |
| | Final RA Workplan | 30 days after EPA approval of Draft |
| E. | Conduct Pre-Construction Conference | |
| IV. IMPLEMENTATION OF REMEDIAL ACTION | | |
| A. | Construction Complete | 695 days after effective date of Order |
| B. | Pre-final Inspection | |
| C. | Final Inspection | |
| D. | Interim Remedial Action Report Draft | 785 days after effective date of Order |
| | Final Interim Remedial Action Report | 46 days after EPA approval of Draft |